

CPB Supplemental General Conditions For
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)
For
ARCHITECTS AND ENGINEERS

1. OWNER CONTROLLED INSURANCE PROGRAM (OCIP).
 - 1.1 The Capitol Preservation Board (CPB) has implemented an Owner Controlled Insurance Program (OCIP) that will minimally provide Workers' Compensation, Employer's Liability, General Liability, and Excess Liability for all eligible Architects/Engineers of every tier enrolled in the OCIP and performing work at the project site. The OCIP will include Project Professional Errors and Omissions Liability for work done for projects; see paragraph 2.3.4 F. CPB agrees to pay all premiums associated with the OCIP, including deductibles or self-insured retention, unless otherwise stated in the contract documents.
 - 1.2 No insurance coverage provided by CPB under the OCIP shall extend to the activities or products of suppliers, materialmen, vendors, haulers, truckers and "owner/operators," whose employee(s) perform no on-site work or are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials. Such persons shall be required to provide their own insurance. Architect/Engineers shall be required to maintain their own insurance of the types and with the limits as set forth in paragraph 7, with such coverage recognizing CPB's project sites, at their own expense, and shall promptly furnish CPB, or its designated representative, certificates of insurance giving evidence that all required insurance is in force.
 - 1.2.1 Carriers in Program:

Workers Compensation, Employers Liability: American Zurich Insurance Co.
General Liability: Zurich American Insurance Co.
Professional Architects and Engineers Errors and Omissions: DPIC
Excess Coverage: Lloyds of London
 - 1.3 Architects/Engineers shall enroll in the OCIP by completing the appropriate OCIP Enrollment Form upon executing contracts for professional services with CPB. Architects and Engineers will be responsible to identify the cost of their Professional Liability Insurance from their work practice E&O insurance policies. Architects and Engineers will be responsible to see that each Subconsultant hired by them to provide services on the projects complies with the requirements of the Owner Controlled Insurance Program including completion of appropriate enrollment form, and incorporation in Subconsultant agreements the OCIP insurance requirements set forth herein. By submitting the insurance information (paragraph 7), including supporting documents to CPB, Architects and Engineers warrant that insurance requirements have been correctly identified.

2. STATE PROVIDED COVERAGES.

- 2.1 CPB, at its sole expense, has implemented an Owner Controlled Insurance Program (OCIP) to furnish certain insurance coverages as respects on-site activities. The OCIP will be for the benefit of CPB and its enrolled Contractors (including architects and engineers) of all tiers (unless specifically excluded) for employees who are on-site or who are 100% dedicated to enrolled projects. Workers' Compensation and Commercial General Liability insurance provided by the OCIP applies only to work performed under this contract at the Project Site. Project Site is defined as the area described in the construction contract documents including the areas available for Contractor operations, access routes, right-of-ways, and approved additional sites necessary or incidental thereto in connection with the work or emanating from the project site. Enrolled Contractors (including architects and engineers) must provide their own Workers' Compensation and Commercial General Liability Insurance for services and activities not covered by the OCIP.
- 2.2 The OCIP policies are available for review by Architects and Engineers upon request to CPB. The terms of such policies or programs, as such policies or programs may be from time-to-time amended, are incorporated by reference herein. The enrolled Architects and Engineers hereby agree to be bound by the terms of coverage as contained in such insurance policies and/or self-insurance programs.
- 2.3 CPB, at its sole expense, will minimally provide and maintain in force the types of insurance as listed below. Architects and Engineers enrolled in the OCIP agree that the insurance policy limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. Architects and Engineers agree that the purpose of said section is to provide a general understanding of the coverage provided by the OCIP.
- 2.3.1 Workers' Compensation and Employer's Liability Insurance

Scope of Coverage:

- A. Operations. Work of an enrolled Architect/Engineer/Subconsultant of any tier performed at the Project Site.
- B. Insured. Enrolled Architect/Engineer and each enrolled Subconsultant of any tier. (Each enrolled Architect/Engineer or Subconsultant will be issued a policy).
- C. Limits.
- | | | |
|----|---------------------------------|-------------------------------|
| 1. | Workers' Compensation Statutory | |
| 2. | Employer's Liability | \$1,000,000 Each Employee |
| | | Bodily Injury by Accident |
| | | \$1,000,000 Each Employee |
| | | Bodily Injury by Disease |
| | | \$1,000,000 Bodily Injury by |
| | | Accident or Disease - Any One |
| | | Accident |

- D. Architects/Engineers Deductible. Architects and Engineers shall pay a \$200 deductible per Workers' Compensation claim or the actual cost of the claim, whichever is less, will be assessed.
- E. Effect on Future Experience Modification. All premiums and loss experience incurred by each enrolled Architect/Engineer or Subconsultant will be reported to NCCI or other appropriate authority and used in the normal manner for calculating future experience modifiers.

2.3.2 Commercial General Liability

Provides coverage for Bodily Injury, Property Damage, Personal Injury and Products and Completed Operations (Completed Operations has a 5-year extension).

Scope of Coverage

- A. Operations. Work of an enrolled Architect/Engineer/ Subconsultant of any tier performed at the Project Site.
- B. Insureds. State of Utah, CPB, Enrolled Architects/Engineers and Subconsultants of all tiers.
- C. Limits.
 - \$2,000,000 - Bodily Injury & Property Damage
 - CSL/Occurrence
 - \$10,000,000 - General Aggregate
 - \$ 6,000,000 - Products and Completed Operations and Annual Aggregate
- D. Architects/Engineers Deductible. Architect/Engineer shall pay a deductible for Third Party PD/BI cost of claims up to \$1,000 per occurrence.

2.3.3 Excess General Liability Insurance

Liability coverage in excess of Primary Commercial General Liability, Employer's Liability.

Scope of Coverage

- A. Operations. Work of an enrolled Architect/Engineer/Subconsultant of any tier performed at the Project Site.
- B. Insureds. State of Utah, CPB, Enrolled Architect/Engineer, Construction Manager, and Subconsultant of all tiers.
- C. Limits.
 - \$100,000,000 Each Occurrence for all Insureds
 - \$100,000,000 Aggregate for all Insureds

2.3.4 Project Professional Architects and Engineers Error and Omission Insurance

Liability coverage for professional services provided for CPB.

Scope of Coverage

- A. Operations. Work of any enrolled Architect/Engineer/Subconsultant performed for the Project.
- B. Insured. State of Utah and CPB (as defined in policy), enrolled Design & Consulting Engineers, Architects, Construction Managers, Subconsultants and Contractors of any tier, to the extent they provide professional services.
- C. Limits. \$25,000,000 per claim \$50,000,000 in the Aggregate
- D. The Owner Controlled Insurance Program will include a Project Professional Liability Insurance policy which will name as "insureds" all enrolled Architects/Engineers and surveyors providing services on CPB projects, including Contractor members of design-build teams. Said policy will provide for a \$25,000,000 per claim/ \$50,000,000 aggregate limit and apply to all projects commencing construction effective September 8, 1998 through September 8, 2008. (see policy for coverage extensions) The policy will provide for 5 years of extended reporting coverage following the date of substantial completion, subject to policy terms and conditions.
- E. The policy includes a deductible of \$50,000 per claim, which is the responsibility of the design team members involved in the claim.
- F. The policy will apply to the negligent acts, errors or omissions resulting from the performance of professional services per work performed for projects by enrolled participants. Unlike other portions of the OCIP, the Project Professional Liability Insurance will not be limited to claims arising from the Project Site. The policy will apply to the negligent acts, errors, or omissions resulting from the performance of professional services regardless of location giving rise to claim, but that relate to a designated OCIP project.
- G. The Project Professional Liability Insurance is intended to be "primary insurance" as respects all claims resulting from this project. The Practice Professional Liability Insurance coverage carried by each respective architect and engineer should be modified to apply excess over the limits provided by the Project Insurance. Individual Practice Professional Liability Insurance policies (at the Architect/ Engineer's option) will also need to provide "prior acts" coverage for this project after the expiration of the 5 year extended reporting period included in the Project Professional Liability Insurance.

2.4 The Architect/Engineer and/or Subconsultant of any tier agree that the CPB will withhold from the Architect/Engineer a sum equal to the amount of any covered loss under the policy caused by the Architect/Engineer or its Subconsultant(s), but not to exceed the applicable Architect/Engineer or Subconsultant deductible. That sum shall be assessed to the Architect/Engineer as determined by the Insurer and shall become the property of CPB.

3. CERTIFICATES AND POLICIES.

All CPB furnished insurance coverages shall be either written by insurance companies approved by CPB or shall be self-insured. CPB shall provide all enrolled Architects and Engineers and their Subconsultants with appropriate certificates of insurance or self- insurance evidencing the coverage outlined above.

4. TERMINATION/MODIFICATION OF THE OCIP.

CPB reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, CPB shall provide ninety (90) days advance written notice to all Architects and Engineers or Subconsultants covered by the OCIP. Enrolled Architects, Engineers or Subconsultants shall immediately be required to obtain appropriate replacement insurance coverage acceptable to CPB. The reasonable cost of such replacement insurance will be reimbursed by CPB. Written evidence of such insurance shall be provided to CPB prior to the effective date of the termination or modification of the OCIP.

5. ARCHITECT AND ENGINEER RESPONSIBILITIES.

5.1 Architects and Engineers are required to cooperate with CPB and its OCIP Administrator (Willis Insurance Brokerage of Utah, Inc.) with regards to the administration and operation of the OCIP. The Architect/Engineer responsibilities shall include, but not be limited to:

5.1.1 Compliance with applicable Construction Safety Program(s), State of Utah Capitol Preservation Board OCIP Manual and the State of Utah Safety and Health Manual as outlined in the respective manuals setting forth the administrative procedures required;

5.1.2 Provision(s) of necessary contract, operations and insurance information;

5.1.3 Immediately notifying the OCIP Administrator of all Subconsultants upon award;

5.1.4 Cooperation with any insurance company and the OCIP Administrator with respect to requests for claims, payroll or other information required under the program;

5.1.5 Immediately notifying CPB that any Architect/Engineer-provided coverages have been canceled, materially changed, or not been renewed; and,

5.1.6 Complete OCIP Enrollment Form upon execution of the contract.

Completed forms will be sent to CPB's OCIP Administrator at the following address:

Willis Insurance Brokerage of Utah, Inc.
Attn: Tonya Gallegos, OCIP Administrator
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121

- 5.2 Failure to follow the procedures outlined in the State of Utah Capitol Preservation Board OCIP Manual and State of Utah Safety and Health Manual may result in fines being assessed by the Utah Labor Commission against the Architect/Engineer. CPB shall deduct from monies due or to become due under payments on this contract for any applicable fines that are assessed as well as any other legal remedies to Owner available to Owner, which remedies may be cumulative.

6. ASSIGNMENT OF RETURN PREMIUMS.

CPB will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

7. ARCHITECT/ENGINEER PROVIDED COVERAGES.

- 7.1 For any work under this contract, and until completion and final acceptance of the work, the Architect/Engineer, at its own expense, must promptly furnish to CPB's OCIP Administrator, certificates of insurance giving evidence that certain coverages are in force.

- 7.2 Enrolled Architects and Engineers (and their Subconsultants) shall cause their Workers' Compensation and Employer's Liability policy to be endorsed with Designated Workplace Exclusion Endorsement (attached) and their Commercial General Liability Policies to be endorsed with an Exclusion - Designated Work Endorsement (attached) to exclude operations on this Project Site from their coverage. Prior to entrance on any OCIP Project Site, Architects and Engineers shall obtain the insurance set out in this exhibit from a company or companies acceptable to CPB as follows:

7.2.1 WORKERS COMPENSATION INSURANCE.

Architects, Engineers and Subconsultants shall provide, at their own expense, Workers' Compensation Insurance to cover full liability under the Workers' Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws.

7.2.2 EMPLOYERS LIABILITY INSURANCE.

Architects, Engineers and their Subconsultants shall provide, at their own expense, Employer's Liability Insurance with the following minimum limits of liability:

\$100,000	Each Accident
\$500,000	Disease-Policy Limit
\$100,000	Disease-Each Employee

7.2.3 COMMERCIAL GENERAL LIABILITY INSURANCE.

A. Architects and Engineers shall provide, at their own expense, Commercial General Liability Insurance, on an "occurrence basis", including insurance for premises and operations, independent Contractors, products/completed operations, and contractual liability specifically designating the Indemnity provisions of this Contract Agreement as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must afford coverage for explosion, collapse and underground hazards. The insurance required by this paragraph shall be in limits not less than the following:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage (Any one fire)
\$ 5,000	Medical Expense (Any one person)

B. Said certificate shall state that the policy required by this paragraph 7.2.3 has been endorsed to name the State of Utah and CPB as Additional Insureds.

7.2.4 AUTOMOBILE LIABILITY INSURANCE.

A. Architect/Engineer shall provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits of liability:

\$1,000,000	Combined Single Limit Bodily Injury and Property Damage Per Occurrence
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B. Said certificate shall state that the policy required by this paragraph has been endorsed to name the State of Utah and CPB as Additional Insureds.

7.2.5 ARCHITECTS AND ENGINEERS PRACTICE PROFESSIONAL LIABILITY INSURANCE

- A. Architects and Engineers shall provide Practice Professional Liability Insurance with per occurrence and annual aggregate policy limits of \$1,000,000.
- B. Practice Professional Liability Insurance limits will apply excess over the Project Professional Liability Insurance coverage provided as part of the OCIP. In addition, the Practice Professional Liability Insurance (at the Architect/Engineers option) will need to provide "prior acts" coverage to properly protect the Architect/Engineers' interest in claims arising after the expiration of the 5 year extended reporting coverage provided by the project insurance.
- C. At the option of the Architect/Engineer, "Deductible Gap" insurance coverage should be added (if available) to its Practice Professional Liability Insurance coverage. The Deductible Gap insurance coverage reduces the Architect/Engineer's obligation to pay the \$50,000 per claim deductible applicable to the Project Professional Liability Insurance to the level of the deductible applicable to the firm's usual Practice insurance.

7.2.6 AIRCRAFT LIABILITY INSURANCE.

Any Contractor using its own aircraft, or employing aircraft in connection with the work performed under this Program shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

[Said certificate shall state that the policy required by this paragraph has been endorsed to name the State of Utah and CPB as Additional Insureds.](#)

7.2.7 VALUABLE PAPERS AND RECORDS COVERAGE.

Valuable Papers and Records and/or Electronic Data Processing (Data and Media) Coverage. The Architect/Engineer and all Subconsultants shall provide coverage for the physical loss of or destruction to their work product including drawings, specifications and electronic data and media.

8. CERTIFICATES OF INSURANCE.

- 8.1 Upon execution of a contract for professional services and before entrance onto the Project Site, Architects, Engineers (and their Subconsultants) shall provide to CPB's OCIP Administrator a Certificate of Insurance setting out coverages and limits. Said certificate shall state that the policies required have been endorsed to provide that the insurers issuing said policies shall give CPB not less than thirty (30) days prior written notice in the event of cancellation.
- 8.2 [All policies, except Practice Professional Liability Insurance, required shall be endorsed to include waivers of subrogation in favor of CPB.](#)
- 8.3 All required insurance shall be maintained without interruption from the date of commencement of the work under the contract throughout the entire period this contract is in effect. The Architect/Engineer will provide CPB's OCIP Administrator with a Certificate of Insurance setting out the coverages described herein, limits and amendments to the certificate necessitated by changes to the work to be performed under the contract until the date of final payment. Insurances must be placed with carriers having a Best's Guide rating of "A- VIII" or better. Such certificates shall be forwarded to the OCIP Administrator at the following address:
- Willis Insurance Brokerage of Utah, Inc.
Attn: Tonya Gallegos, OCIP Administrator
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121
- 8.4 All insurance policies, except Practice Professional Liability Insurance, shall be primary and non-contributing with, and not in excess of, any other insurance available to CPB.
- 8.5 Policies and/or certificates shall specifically provide a thirty (30) day notice of cancellation to be sent to the OCIP Administrator at the aforementioned address.

9. OTHER INSURANCE.

- 9.1 Any type of insurance or any increase of limits of liability not described above which an Architect/Engineer requires for its own protection or on account of any statute shall be its own responsibility and at its own expense.
- 9.2 The OCIP is not an attempt to provide the Architect/Engineer with complete insurance programs. CPB shall not be responsible to provide any insurance coverage not specified above. Each Architect/Engineer and all Subconsultants have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, which they deem advisable, whether or not specified above.

10. SUBCONSULTANTS PARTICIPATION.

Upon execution of a Subconsultant contract, the Architect/Engineer will immediately report the identity of all new eligible Subconsultants to the OCIP Administrator for enrollment in the OCIP. The Architect/Engineer shall incorporate all the provisions of this agreement in any Subconsultant agreement and shall cause its Subconsultants to cooperate fully with CPB, and insurance companies for the Project in the administration of the OCIP. The Architect/Engineer and Subconsultants agree to cooperate in the safety and accident prevention program and claim handling procedures as established for the Project by CPB. Architect/Engineer shall not permit any Subconsultant to enter the Project Site prior to enrollment in CPB's Owner Controlled Insurance Program (OCIP); failure to do so shall negate the afforded coverage(s).

11. WAIVER OF SUBROGATION.

Architect/Engineer waives all rights of subrogation and recovery against CPB, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers to the extent of any loss or damage which is insured under the OCIP. Architect/Engineer waives its rights of subrogation and recovery for damage to any property or equipment against CPB, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers. Architect/Engineer shall require all Subconsultants to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

12. NO RELEASE.

The carrying of the above-described insurance shall in no way be interpreted as relieving the Architect/Engineer or Subconsultants of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

13. APPROVAL OF FORMS AND COMPANIES.

All insurance described in this contract shall be written by an insurance company or companies satisfactory to CPB and licensed to do business in Utah and shall be in a form and content satisfactory to CPB. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating "A- VIII" or better.

14. OCIP MANUAL AND CLAIMS PROCEDURES.

The Architect/Engineer shall adhere to and perform all reporting requirements as detailed in the State of Utah Capitol Preservation Board OCIP Manual. Failure to follow the procedures outlined in the manual may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against CPB or the Architect/Engineer or Subconsultant. The Architect/Engineer shall, at its own expense, be responsible for any fines or judgments arising out of failure to follow these procedures. CPB shall deduct from monies due or to become due under payment provisions of this contract for any applicable fines or judgments that are assessed.

15. CONSTRUCTION SAFETY REQUIREMENTS.

In accordance with and in addition to the General Provisions Paragraph, "Accident Prevention," the "State Construction Safety Program," as outlined in the State of Utah OCIP Safety and Health Manual will be adhered to in its entirety. This manual is summarized in the attached safety overview. It forms an integral part of this contract.

STATE OF UTAH STATE OF UTAH
CPB
Owner Controlled Insurance Program (OCIP)
Safety Overview

The effectiveness of the Safety and Health Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities are needed for an effective program.

The State of Utah-CPB / OCIP Team will assist in monitoring Contractors and/or Subcontractors implementation and application of their respective safety programs and the State of Utah-CPB OCIP safety programs at the work site. The State of Utah-CPB/OCIP Team has the authority to stop work when either site conditions and/or work practices present an imminent danger (i.e. may result in serious injury, death or extensive property damage) until those conditions and/or practices are corrected.

- Each Contractor shall be held responsible for its own and its Subcontractors compliance with the project safety requirements.
- Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.
- Each Contractor and its Subcontractors shall designate an on the job safety Administrator. This may include a supervisor/foreman with safety knowledge. This will be the State of Utah-CPB/OCIP Team's contact for safety concerns.
- All Contractors and Subcontractors supervision will need to attend a project specific safety orientation conducted by the CM or the 3 hour S.S.T. training conducted by Zurich Insurance.
- **All employees** (Contractors, Subcontractors, Engineers, etc.) working on the job will need to attend a construction orientation produced by the insurance carrier, approximately a 10 minute video and 3-page job rules and questions.
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective Equipment for the job task they are performing. At the minimum a hard hat, safety glasses, safety vest only in areas when required, long pants, shirt with minimal 4-inch sleeve and work boots.
- All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.).
- Each Contractor and its Subcontractors shall at a minimum conduct a weekly ToolBox safety meeting with all employees.
- Each Contractor and its Subcontractors shall assure that a qualified, "Competent Person" is provided at work locations where required by OSHA.
- Each Contractor and its Subcontractors shall assure that all applicable forms (confined space permit, hot work permit, lock out/tag out, critical lift checklist, JSA, excavation permit, etc.) are provided at work locations where required by OSHA.
- Each Contractor and Subcontractor shall adhere to a 100% drug/alcohol free work zone. At a minimum a pre-employment and post accident testing is required. The Contractor will bear the cost or expenses associated with pre-employment testing. The Insurance Carrier will bear the cost of the post accident testing.

This is only a brief overview of the "State of Utah Owner Controlled Insurance Program" Safety and Health Manual. In the event of a conflict between the provisions of this overview, the OCIP manual and applicable local, State or federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more

stringent shall apply.

Architects/Engineers/Consultants CPB Phase III OCIP ENROLLMENT FORM

Your Company Name _____

Federal Employer Identification Number: _____

Primary Contact Name _____

Primary Contact's Title _____

Physical Address _____

Mailing Address _____

City _____ State _____ Zip _____

Phone #: _____

Fax #: _____

E-Mail Address: _____

Project Information

Project Name: [Utah State Capitol Restoration Phase III](#)

Awarding Consultant or Contractor: _____

Type of design work to be done _____

Start Date _____ End Date _____

Estimated Gross Fee for Professional Services: \$ _____

Estimated On-site Payroll: \$ _____

Estimated number of subconsultants that will be used (if any) _____

Prior to starting work on the Project, complete and return this application to:

Tonya Gallegos
Willis Insurance Brokerage of Utah, Inc.
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, UT 84121

OR

fax: (801)942-6203

